

KADUR FOREST DIVISION.

*Correction to Tangadi Resale Notification dated 24th February 1939.*Please read "Second and final khist amounts" occurring in line 5 *instead of* "Second khist amounts."*Abstract Notification dated 7th March 1939.*

The attention of the public is invited to the detailed notification regarding the auction sale of timber at Kadur Depot to be held on 3rd April 1939, published on pages 492 and 493, Part VI of the *Mysore Gazette*, dated 16th March 1939.

Notification dated 13th March 1939.

It is hereby notified for general information that the right to cut and remove the following timber trees in the undermentioned coupes in the State Forests in the Kadur Division for the year 1938-39 will be sold by public auction by the District Forest Officer subject to the conditions mentioned below:—

Place of sale:—Sangameswarapet.

Date of sale:—15th April 1939.

| Coupe | Honne | Nandi | -Remarks |
|--|----------------|--------------|----------|
| Basavanakote W. C. Basavanakote Coupe and Andwani Coupe | C.ft. 2,000 | C.ft. 500 | |

The sale will commence at 2 P.M. precisely, on each day, and will be subject to the confirmation of the District Forest Officer, in case of bids of Rs. 1,000 and below, and of the Conservator of Forests in other cases.

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of the timber in the Coupes and the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall, before permitted to bid, be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount less deposit already paid, failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The standing timber will be sold in terms of cubic feet (i.e., the bidders will have to bid at so much per cubic foot of timber).

5. Power is reserved to the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall pay within that period the remaining 75 per cent of the contract amount due by him and execute an agreement on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

- That he shall fell and remove the timber purchased by him before the 15th June 1939.
- That he shall make the felling of the trees in consecutive order as they are marked without picking or choosing and without causing damage to the surrounding growths.
- That he shall fell the trees he has purchased and dress the logs on the spot, and shall not remove such logs as the District Forest Officer may declare to be unsound and unfit for sale without recourse to sawing. The District Forest Officer's decision regarding the over-dressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.
- That only saws shall be used for cutting up the logs into required lengths and that only white wood, knots and flutes shall be removed while dressing the log and no unnecessary waste shall be caused.

- (e) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions of a tree either in logs, pieces or poles.
- (f) That he will not be eligible for any refund of advance revenue, if the minimum quantity so fixed is not removed, but any excess quantity removed shall be paid for at auction sale rate.
- (g) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer, or such other officer as the District Forest Officer may authorise and until it is duly paid for.
- (h) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.
- (i) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.
- (j) That if any tree other than the one bearing the departmental stamp or a tree that has not been purchased is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.
- (k) That no operations shall take place in the forest after sunset and before sunrise.
- (l) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.
- (m) That he shall have no right whatsoever over the coupe and over the timber paid for, but left unrecovered in any of the coupes after the 30th June 1936.
- (n) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.
- (o) That for any breach of any of the conditions of the contract by the contractor or his agents the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor, a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.
- (p) Interest at 6½ per cent will be recovered on all overdue payments.

Notification dated 13th March 1939.

It is hereby notified for general information that the undermentioned quantities of timber will be sold by public auction under the following conditions at the following depots by the District Forest Officer, Kadur Division, at 2 P.M. on the following date.

| Name of Depot | Honne | Nandi | Date of sale | Remarks |
|-----------------------|----------------|----------------|------------------|--------------|
| 1. Balehonnur .. | C.ft. 1,500 | C.ft. 1,000 | 17th April 1939. | More or less |
| 2. Sangameswarapet .. | 1,000 | 500 | 15th April 1939. | |

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator and in other cases, to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The

amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within thirty days after the date of sale or within fifteen days after the date of notice of confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000, provided the full value is paid not later than the 15th June 1939. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid. Interest at $6\frac{1}{4}$ per cent per annum will be levied on all arrears of amount permitted to be paid after the due dates.

10. The timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

Notification dated 18th March 1939.

It is hereby notified for general information that the undermentioned quantities of timber will be sold by public auction under the following conditions at the following places by the District Forest Officer, Kadur Division, or the Range Forest Officer concerned on the following dates, at 2 P.M. :—

| Name of place | Red cedar logs | Place of sale | Date of sale | Remarks |
|---------------------|----------------|---------------|--------------|-----------------|
| | C.ft. | | | |
| Koppa (Round about) | 500 | Koppa | 14-4-39 | } More or less. |
| Kudregundi Do | 500 | Kudregundi | 11-4-39 | |

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the Department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.
3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.
4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot, and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator, and in other cases, to that of the District Forest Officer.
5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt, vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.
In cases of resales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him reasonable, and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter, intimating the price fixed by the District Forest Officer for the unsold wood, and the amount still due from him which will be recovered as arrears of land revenue.
6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.
7. The full value of all timber purchased shall be paid for within thirty days after the date of sale or within fifteen days after the date of notice of confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000, provided the full value is paid not later than the 15th June 1939. The money shall be paid into such treasury as the District Forest Officer may direct, within the time specified.
8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser, in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.
9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid. Interest at 6½ per cent per annum will be levied on all arrears of amount permitted to be paid after the due dates.
10. The timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.
11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.
12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

Resale Notification dated the 16th March 1939.

It is hereby notified for general information that the exclusive right of collecting Minor Forest Produce on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations in Kadur Taluk from the date of confirmation of the sale to 30th June 1940 will be sold by

public auction by the District Forest Officer, Kadur Division, at the risk of the original purchasers as they have failed to pay up the khist amount as per terms of the lease on the 5th April 1938.

For conditions of sale and other particulars, reference is invited to the notification, dated 21st April 1938, published on pages 661 to 664, Part VI of the *Mysore Gazette*, dated 28th April 1938.

M. A. MUTHANNA,
District Forest Officer.

ENGINEERING DEPARTMENT

OFFICE OF THE ASSISTANT ENGINEER, HEADQUARTER RANGE, MYSORE.

Tender Notification, dated the 22nd February 1939.

It is hereby notified that the four shops newly constructed in the northern extension of the Central Police Station at Dodpet, Mysore (Hamilton Building), will be rented out for opening shops. Intending tenants may submit their tender to the Assistant Engineer, Headquarter Range, Mysore, on or before the 15th March 1939, before 3 P.M.

The tenders should be submitted in sealed covers, accompanied by an earnest money of Rs. 50, and superscribed 'Tender for taking over on lease the shops attached to the Central Police Station Building at Dodpet, Mysore,' the name and address of the tenant being noted in full on the cover and addressed to the Assistant Engineer, Headquarter Range, Mysore.

The plan showing the accommodation available may be seen in the Office of the Assistant Engineer, Headquarter Range, Mysore, between 11 A.M. and 5 P.M., on any working day. The tenders of Hotel and Restaurant keepers, oil Mongers and Provision Dealers, etc., will not be considered.

The successful tenderer should, within 8 days after the acceptance of the tender, execute an agreement in the departmental Form, after paying a security deposit amount equal to two months' rent and pay the usual rent due for each month in advance on or before the 5th of each month. Failure to abide by this condition will entail forfeiture of the security deposit and the immediate cancellation of the contract.

The Assistant Engineer reserves the right to himself to accept or refuse any or all tenders without assigning any reason whatever and to accept the tender either for all the four shops or any one, or none of them at his discretion.

Abstract Notification, dated 11th March 1939.

The attention of the public is invited to the Notification published in pages 496-502 of Part VI of the *Mysore Gazette*, dated 16th March 1939, calling for tenders for the work of constructing Bewoor Buildings (Post Offices) in Dodpet Circle, Mysore.

The last date fixed for receiving tenders in the office is 25th March 1939 at 2 P.M.

The earnest money to be deposited is Rs. 4,000.

Notification, dated the 19th March 1939.

It is hereby notified for the information of the public that the time limit calling for tenders for taking over on lease the shops attached to the Central Police Station at Dodpet Circle, Mysore, is extended up to 31st March 1939. Intending tenderers are requested to submit their tenders on or before the 31st March 1939 before 3 P.M. accompanied by a deposit of Rs. 50 in cash as earnest money.

The conditions mentioned in the Notification dated 22nd February 1939 will hold good and a copy of the same is herewith republished for information.

M. A. RAMANUJAM,
Assistant Engineer.

MANDYA DIVISION.

Abstract Notification, dated 11th March 1939.

The attention of the public is invited to the notification on pages 493-496, Part VI of the *Mysore Gazette*, dated 16th March 1939, inviting tenders for the work of Restoring Cholenahalli Minor Tank of Nagamangala Taluk.

The last date fixed for the receipt of tenders in this office is 12 noon on 25th March 1939.

M. V. KRISHNASWAMY IYENGAR,
Executive Engineer.

HASSAN DIVISION.

Abstract Notification dated 2nd March 1939.

The attention of the public is invited to the notification in the *Gazette*, dated 9th March 1939, vide pages 448-449, calling for tenders for widening the super-passage at 20-24th mile of Kattapur Channel. The last date for receipt of the tender is 25th March 1939.